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Attorneys for Defendants AGA SERVICE COMPANY  
and JEFFERSON INSURANCE COMPANY

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

FAZILAT KAZEMINEZHAD, an individual  
and BRETT W. LASHLEE, an individual, On  
Behalf of Themselves and All Others Similarly  
Situating,

Plaintiffs,

v.

AGA SERVICE COMPANY, a Virginia  
corporation (a/k/a ALLIANZ GLOBAL  
ASSISTANCE USA) and JEFFERSON  
INSURANCE COMPANY, a New York  
Corporation,

Defendants.

**Case No. 3:15-cv-05087-JD**

**STIPULATION TO CONTINUE  
SETTLEMENT CONFERENCE TO  
NOVEMBER 17, 2016 AND ~~PROPOSED~~  
ORDER**

Date: September 8, 2016  
Time: 9:30 a.m.  
Ct: Courtroom E, 15th Floor  
Judge: Honorable Elizabeth D. Laporte

Complaint Filed: November 5, 2015

1 WHEREAS, on June 3, 2016, the Court entered a Settlement Conference Order (the “Order”)  
2 scheduling a Settlement Conference in the above captioned matter for July 22, 2016;

3 WHEREAS, counsel for Plaintiffs Fazilat Kazeminezhad, et al., and counsel for Defendants  
4 AGA Service Company, et al., (Plaintiffs and Defendants, together, referenced herein as the  
5 “Parties”) thereafter held an initial meet and confer to discuss the status of the case and the potential  
6 for settlement of this putative multi-state class action;

7 WHEREAS, the Parties agreed that the Settlement Conference would be more productive at a  
8 later date, that a continuance would allow the Parties adequate time to fully explore all aspects of the  
9 claims necessary to be considered by them to potentially reach agreement regarding some or all of  
10 claims in advance of the Settlement Conference, and therefore sought (Doc. 42 & 43) and were  
11 granted on June 20, 2016 a Continuance of the Settlement Conference to September 8, 2016;

12 WHEREAS, between the date of that Continuance and the present, counsel for Plaintiff and  
13 Defendants have been in constant contact and diligently working on developing targeted discovery  
14 requests and methods for Defendants to respond to those requests because the information sought is  
15 not maintained in the normal course of Defendants’ business, thereby requiring specialized data  
16 queries that had to be developed, vetted for accuracies and then further refined by Defendants before  
17 production of such data to Plaintiffs;

18 WHEREAS, a significant portion of the responsive data has just been able to be furnished to  
19 Plaintiffs in a series of data productions beginning August 15, 2016 notwithstanding Defendants’  
20 good faith diligence in doing all of the above and the Parties’ ongoing discussions to expedite the  
21 exchange process without compromising the accuracy of the queried data sets;

22 WHEREAS, there still remains additional data to be be culled, analyzed and furnished by  
23 Defendants in response to Plaintiffs’ discovery requests in order to allow both sides to fully evaluate  
24 potential approaches to settlement, which has been an on-going process between counsel for the  
25 Parties;

26 WHEREAS, subject to the Court’s approval, the Parties agree on a continuance of the  
27 Settlement Conference from September 8, 2016 to November 17, 2016 to allow for these additional  
28 data points to be compiled and analyzed in combination with the current data results and then for the

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Parties' to exchange their settlement proposals and discuss their respective settlement models prior to the Settlement Conference;

WHEREAS, there are no deadlines currently set in the underlying case so as to allow the Parties to fully exhaust the prospect of settlement;

NOW, THEREFORE, the Parties hereby jointly and mutually stipulate and agree as follows:

The Settlement Conference is continued from September 8, 2016 to **November 17, 2016 at 9:30 a.m.**, or as soon thereafter as the Court's schedule will allow.

IT IS SO STIPULATED.

Dated: August 17, 2016

**WINSTON & STRAWN LLP**

By: /s/ Gayle I. Jenkins  
Gayle I. Jenkins  
Navdeep K. Punia  
*Attorneys for Defendants AGA Service  
Company and Jefferson Insurance Company*

Dated: August 17, 2016

**BERGER & MONTAGUE, P.C.**

By: /s/ Peter R. Kahana  
Peter R. Kahana (*pro hac vice*)  
Lane L. Vines (*pro hac vice*)  
Y. Michael Twersky (*pro hac vice*)

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Class and Subclasses

ATTESTATION OF CONCURRENCE IN FILING

In accordance with Local Rule 5-1(i)(3), I, Gayle I. Jenkins, attest that concurrence in the filing of this document has been obtained from each of the other signatories who are listed on the signature page.

By: /s/ Gayle I. Jenkins  
Gayle I. Jenkins

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: August 18, 2016

  
HONORABLE ELIZABETH D. LAFORTE  
UNITED STATES MAGISTRATE JUDGE

Winston & Strawn LLP  
101 California Street  
San Francisco, CA 94111

**PROOF OF SERVICE****United States District Court, Northern District of California****Case No. 3:15-cv-05087-JD**

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Winston & Strawn LLP, 101 California, San Francisco, CA 94111-5840. On August 17, 2016, I served the foregoing document(s) described as:

**STIPULATION TO CONTINUE SETTLEMENT CONFERENCE TO  
NOVEMBER 17, 2016 AND [PROPOSED] ORDER**



by electronically transmitting copies of the document listed above via the Court's CM/ECF system to the addressees as set forth below, in accordance with the parties' agreement to be served electronically pursuant to Federal Rule of Civil Procedure 5(b)(2)(E), or Local Rule of Court, or court order. No error messages were received after said transmission.

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I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made, and certify under the penalty of perjury that the foregoing is true and correct. Executed this 17th day of August, 2016, at San Francisco, California.

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MAUREEN COURTNEY

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